

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES INTERNATIONAL UNION
WELFARE FUND, et al.**

Plaintiff,

Case No.: 06 C 6921

v.

Judge Anderson

**VILLAGE RESORTS, INC. d/b/a
the PURPLE HOTEL,**

Majesticus Judge Keys

Defendant.

AGREED JUDGMENT ORDER

This stipulation to judgment (Agreement) is entered into between the Hotel Employees and Restaurant Employees International Union Welfare Fund (Welfare Fund) and UNITE HERE National Restaurant Fund f/k/a HERCU Pension Fund (Pension Fund) and Village Resorts, Inc. d/b/a the Purple Hotel (Hotel).

THE COURT HEREBY FINDS:

1. Hotel was a signatory to a collective bargaining agreement with the Hotel, Motel, Club, Cafeteria, Restaurant Employees and Bartenders Union, Local 450.
2. Under the terms of that collective bargaining agreement, Hotel was obligated to make fringe benefit contributions to the Welfare Fund and Pension Fund on behalf of the employee who performed bargaining unit work through December 31, 2006.

3. In 2006, the Funds filed a lawsuit in the United States District Court for the Northern District of Illinois, case number 06 C 6921 against Hotel. The claim alleged that Hotel was liable for fringe benefit contributions to the Funds for the period January 2004 through December 2006 with billing on ineligible claims for January and February 2007.

THE COURT HEREBY ORDERS:

4. Hotel shall pay to the Funds the total amount of \$58,192.63. That amount will be paid over twenty-four months with payments beginning on May 15, 2008. Interest will be charged on the declining principal balance at 7.25% for a total repayment of \$61,763.07 with the first 23 payments at \$2,573.46 per month and the 24th and last payment at \$2,573.49.

5. The Funds agree to waive all audit costs, liquidated damages and billing liquidated damage of \$24,622.81 upon receipt of the 24th and final payment.

6. In order to guarantee the amounts due the Funds, Hotel agrees that it will provide the Funds a lien to the amount of \$58,192.63 on the property located at 4500 West Touhy Avenue, Lincolnwood, IL 60646. After the 24th and final payment is made, the Funds will release the lien.

7. This Agreement expressly excludes the withdrawal liability assessment against Defendant.

8. After the 24th and final payment is made under this Agreement, Plaintiff will execute and file a satisfaction of judgment with this court. If Defendant fails to abide by this agreement, Plaintiff will have all available legal rights to execute on this judgment for all amounts owed under this agreement, namely \$58,192.63, less any amounts paid, plus post-judgment interest.

In witness whereof, the parties have executed this Agreement:

[Signature]

5/30/08

[Signature]

5/30/08

[Signature]

5/30/08

June 17, 2008

Wayne C.